

EXHIBIT C



SHEIN Style Link Logistics LLC
Whitestown, IN 46075
5400 E. 500 S

March 21st, 2024

Dear Neil Burch,

We are pleased to conditionally offer you employment as Training Manager with SHEIN Style Link Logistics LLC (the "Company"), located in Whitestown, Indiana (5400 E 500 S, Whitestown, IN 46075). This is a full-time, exempt position and you will be reporting to the Director of Operations, William Wash. Your anticipated start date is April 1st, 2024.

1. Compensation:

- a. **Base Pay:** In this position, you will earn a starting base salary of \$102,000 per year. Your base salary will be payable pursuant to the Company's regular payroll policy.
- b. **Discretionary Bonus:** You will be eligible for a discretionary annual bonus of up to 1.5 months of your salary per current company policy. The discretionary annual bonuses, if any, are awarded in the Spring of each year and are prorated based on the number of months an employee has worked during the prior calendar year, i.e., January 1 through December 31.

2. Restricted Stock Units:

You will be granted Restricted Share Units ("RSUs") ("New-hire Grant") with a total value of \$15,098 pursuant to the AMENDED AND RESTATED STOCK INCENTIVE PLAN of SHEIN Cayman holding company ("SHEIN Cayman", a related entity of the Company incorporated under the laws of the Cayman Islands) which may be amended from time to time ("Stock Incentive Plan"), subject to the terms and conditions of the Stock Incentive Plan and the award agreement.

For the avoidance of doubt, the number of RSUs granted under New-hire Grant as well as Ongoing Grant defined herein shall be determined per the valuation of Shares established based on the most recent audited financial report immediately prior to the Granting Date.

You will be granted the New-hire Grant in the next Shein Group unified granting date (as a non-binding reference, it's usually January, April, July or October each year, "Granting Date") after you join the Company.

After you join the Company, you will formally sign the award agreement through an appointed online platform. The specific signing time is generally in the next signing window after you join the Company (as a non-binding reference, it is usually January, April, July or October). If it coincides with the quiet period before the release of the financial report, it will be postponed to the time after silent period, without affecting vesting commencement date. In principle, vesting commencement date shall be the same date as Granting Date.

On the premise that you have signed the offer letter (or RSU grant notice) and the award agreement, the RSUs shall vest (and be settled) ONLY when both of the two conditions are satisfied: (i) service-time and performance-based requirement ("Service-Based Requirements" or "SBRs", Performance Rating requirement is Level B or above (or such other equivalent grading under any applicable performance evaluation policy of SHEIN) in the performance appraisal of then calendar year prior to each vesting date) and (ii) an IPO of the issuing company. Unless otherwise provided in your award notice/agreement, the SBRs are satisfied over a 4-year period, with 50% of all RSUs satisfying the SBRs upon the 2nd anniversary of the vesting commencement date as specified in the award notice/agreement, and the remainder of RSUs satisfying SBRs annually in equal installments thereafter in the remaining period (upon the expiration of the 2nd, 3rd and 4th anniversaries, each a "Vesting Date").

In addition, during the three-year period (each year as a grant year) commencing from the 1st anniversary to the 4th anniversary of the vesting commencement date of the New Hire Grant, you will also partake in the annual RSUs grant ("Ongoing Grant") of SHEIN Cayman and in each grant year be granted RSUs with a total grant value of \$6,039 provided that the appraisal of your work performance of the then calendar year prior to each grant year reaches Level B or above (or such other equivalent grading under any applicable performance evaluation policy of SHEIN). For each grant year's Ongoing Grant (if any), SBRs are satisfied over a 4-year period, with 25% of RSUs satisfying the SBRs annually in equal installments. For the avoidance of doubt, the Ongoing Grant RSUs shall only take effect as of the signing of the award agreement provided to you and be vested when both of following two conditions are satisfied: (i) SBRs (Performance Rating requirement is Level B or above (or such other equivalent grading under any applicable performance evaluation policy of SHEIN)), and (ii) an IPO of the issuing company.

3. Employee Benefits:

- o **Health Benefits:** The Company provides elected based medical, dental, and vision plan for employee, effective the 1st of the month following the date of hire. Please reference to the Benefits Information Guide for more details.
- o **401k Plan:** a discretionary match of 100% up to 2% of your bi-weekly gross income, waiting period: 1st of the month, following date of hire.
- o **Mobile Data Reimbursement:** The Company offers \$30 per pay period for the use of your personal devices (i.e., mobile phone) for business purposes, which may include local storage. Please note that you'll be required to download third party apps that are essential to your work here, including, but not limited to, WeCom (798.7 MB) for internal communications and Okta (13.1 MB) for multifactor authentication and access to company systems.
- o **Paid Time Off:** Subject to the company's PTO policy, you will be eligible for:
 - Forty-eight (48) hours paid sick leave per calendar year.
 - Ten (10) paid holidays for regular, full-time employees.
 - Ten (10) paid time off you may accrue during your first year, which may increase based on your year of service.



<u>Maximum Annual Vacation Accrual</u>	
1 st year	10 days
2 nd year	11 days
3 rd year	12 days
4 th year	13 days
5 th year and beyond	15 days

Your employment will be "at-will," which means you will be free to leave your employment with the Company at any time for any reason. Similarly, the Company may terminate your employment at any time, for any or no reason, with or without cause or notice. At-will status may only be modified on an individual or collective basis via a writing signed by the Company.

This offer is contingent upon your successful completion of all of the Company's lawful pre-employment checks and you completing Company's onboarding documentations, which may include a background check, and signed acknowledgment forms of the Employee Handbook. By signing below, you agree to execute any necessary consents to perform all verifications set forth in this offer letter.

This offer and your active employment status are contingent upon your eligibility to work in the United States under the provisions of all applicable immigration laws and regulations including the Immigration Reform and Control Act of 1986, as amended, and your completing the required employment eligibility verification form upon hire, e.g., Form I-9, Employment Eligibility Verification. As such, on your first day of employment, please be sure to bring appropriate identification (e.g., (1) a valid passport or (2) a valid driver's license and either your original or certified copy of your birth certificate or your social security card) for purposes of establishing your identity and eligibility for employment in the United States. If you have questions regarding what documentation can be used, visit <https://www.uscis.gov/i-9-central/form-i-9-acceptable-documents> or contact Human Resources at hr@sheingroup.com. **If you are unable to provide this documentation within three (3) days of your Start Date, this offer of employment will be withdrawn. This offer is contingent on your securing valid immigration status and work authorization before your expected start date and maintaining your valid immigration status and work authorization throughout your employment.**

Additionally, and in compliance with federal law, all persons hired by the Company are required to verify their identity and eligibility to work in the United States and to complete the required employment eligibility verification form upon hire, e.g., Form I-9, Employment Eligibility Verification. As such, on your first day of employment, please be sure to bring appropriate identification (e.g., (1) a valid passport or (2) a valid driver's license and either your original or certified copy of your birth certificate or your social security card) for purposes of establishing your identity and eligibility for employment in the United States. If you have questions regarding what documentation can be used, visit <https://www.uscis.gov/i-9-central/form-i-9-acceptable-documents> or contact Human Resources at hr@sheingroup.com. **If you are unable to provide this documentation within three (3) days of your Start Date, this offer of employment will be withdrawn.**

Your employment is also contingent upon signing the Company's Confidentiality and Invention Assignment Agreement and other agreements that the Company may require from time to time. During your employment, you will be subject to all of the policies, rules, and regulations applicable to employees of the Company, as they currently exist and subject to any future modifications in the Company's discretion including, without limitation, maintaining as confidential proprietary information of the Company during your employment and thereafter.

This letter is merely a summary of the main terms of our employment offer and is not a contract of employment for any definite period of time. This letter supersedes any prior or subsequent oral or written representations regarding the terms of potential employment with the Company. By signing below, you acknowledge that you are not relying on any representations other than those set forth in this letter.

This offer will be withdrawn, regardless of whether you've verbally accepted, if any of the above conditions are not satisfied or if you have not sign this offer within three business days.

By signing this letter below, you acknowledge acceptance of our offer. You further acknowledge, represent, and warrant to the Company that you are not now under any obligation of a contractual nature to any person, business, or other entity which is inconsistent or in conflict with this letter or which would prevent you from performing your obligations for the Company. We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Megha Aern

Megha Aern
Talent Acquisition Specialist

Accepted and Acknowledged:

DocuSigned by:

Neil Burch

3/21/2024

Date